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ADDENDUM NO. 1

Date: September 25, 2014

RFP No. 15-0405

RFP Title: Swale and Ditch Digging and Related Services

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

The purpose of this addendum is to provide confirming information to all potential responding vendors in association with the cited Request for Proposal. The information provided herein summarizes discussions at the mandatory pre-proposal conference. Attendees of that meeting are noted on the County website for this solicitation. The pre-proposal conference commenced with a general review of the RFP. No changes other than the information noted in this addendum constitute a change to the RFP.

General Discussion:

The contents of the Request for Proposal (RFP) were summarized with specific notice provided in regards to the following matters:

- Proposal due date and time is October 15, 2014, 3:00 PM.
- Any questions regarding this solicitation shall be emailed to the Designated Procurement Representative as noted in Section 1.2
- Award of a contract will be made as stated in Section 1.3, Method of Award.
- Responses will not be accepted at the site of the Pre-Proposal Conference on Ardice Avenue.
- Vendors shall submit their response to the County to include all items as noted in Section 1.12.2, with two (2) original and one (1) complete copy of the items noted.

See below changes to RFP:

DELETE:

~~Section 1.6: Option to Renew for Four (4) Additional One (1) Year Period(s) (With Price Adjustment)~~

~~Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), CPI and Wage and Benefits Calculators. It is the vendor's responsibility to request any pricing adjustment in writing under this~~

provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.6.1: Price Redetermination—Fuel

If the below identified price index for fuel (gas and/or diesel as applicable to the vendor's operation) increases by ten percent (10%) or more from the base index as defined below, the vendor may petition the Procurement Services Manager in writing for an appropriate increase in the contract price(s). Any increase in the contract price(s) will be applied considering the relation of fuel cost to the contractor's total cost for the contracted product or service.

Any price re-determination will be solely based upon the percentage change between the base index and the current month index as documented by the:

State of Florida Department of Management Services

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/bulk_fuel_gasoline_and_diesel for unleaded gas, Florida PAD-1, Orlando

The base index will be the index number for the month prior to the due date of the solicitation. The current month index will be the last month's index published before the request for a price re-determination is made.

The vendor shall provide (in writing) a cost analysis as described below for each contract price for which the vendor is requesting adjustment. This analysis must include the percentage increase calculation between the base and current month indices; a clear and detailed representation of the fuel cost component of any contract price for which an adjustment is requested; and a calculation showing the original contract price, the requested adjustment, and the proposed revised price. As an example: if the fuel index increases by twelve percent (12%) and the fuel cost accounts for ten percent (10%) of the cost of the product or service, then the contract price may be increased by 1.2 % $(0.12 * 0.10)$. The vendor may submit additional clarifying or justifying information for the County's consideration. Failure to provide sufficient detail in the manner described above shall result in rejection of the vendor's request for pricing adjustment.

If the Procurement Services Manager grants any increase in any contract price based upon this clause, the increased price(s) may be adjusted downward on a unilateral basis by the County if the fuel index(es) used to support any previous increase then decrease by ten percent (10%) or more. Any such decrease will be based on the calculations submitted by the vendor pertaining to any previous price increase.

This clause may be used in addition to any other price redetermination clause in this invitation/contract.

ADD:

Section 1.6: Option to Renew for Four (4) Additional One (1) Year Periods

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price. It is the vendor's responsibility to request any pricing adjustments in writing under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Firm Name: _____ Date: _____

Signature: _____ Title: _____

Typed/Printed Name: _____